
From: Jeffrey D. Goetz <Goetz.Jeffrey@bradshawlaw.com>
Sent: Wednesday, February 14, 2024 5:14 PM
To: Abram Carls; Eric Lam
Cc: Jkroop@pszjlaw.com; Jason Rosell; Timothy N. Lillwitz; Renee K. Hanrahan (rhanrahan@sharontc.net); elally@spencerfane.com; 'rhanrahan@ecf.axosfs.com'
Subject: RE: Settlement Communication RE: BDC/Zayo

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Abe: I chose my wording carefully. You are entitled to disagree with what I have said below. Jeff

From: Abram Carls <acarls@spmblaw.com>
Sent: Wednesday, February 14, 2024 5:06 PM
To: Jeffrey D. Goetz <Goetz.Jeffrey@bradshawlaw.com>; Eric Lam <elam@simmonsperine.com>
Cc: Jkroop@pszjlaw.com; Jason Rosell <jrosell@pszjlaw.com>; Timothy N. Lillwitz <Lillwitz.Timothy@bradshawlaw.com>; Renee K. Hanrahan (rhanrahan@sharontc.net) <rhanrahan@sharontc.net>; elally@spencerfane.com; 'rhanrahan@ecf.axosfs.com' <rhanrahan@ecf.axosfs.com>
Subject: RE: Settlement Communication RE: BDC/Zayo

Jeff, you are incorrect. The bank is a party to the agreement and a necessary party to any discussion or mediation. From your statements it appears that you and your client are attempting to cut the bank out of the agreement reached in January. Please confirm whether that is or is not the case. Perhaps I am misunderstanding the meaning of your email.

Abram Carls
Member

Simmons Perrine Moyer Bergman PLC
115 3rd Street SE, Suite 1200
Cedar Rapids, Iowa 52401
Telephone: (319) 896-4034
Email: acarls@spmblaw.com
Website: www.spmblaw.com

Please notify me if you receive this confidential email in error.

From: Jeffrey D. Goetz <Goetz.Jeffrey@bradshawlaw.com>
Sent: Wednesday, February 14, 2024 5:00 PM
To: Abram Carls <acarls@spmblaw.com>; Eric Lam <elam@simmonsperine.com>
Cc: Jkroop@pszjlaw.com; Jason Rosell <jrosell@pszjlaw.com>; Timothy N. Lillwitz <Lillwitz.Timothy@bradshawlaw.com>; Renee K. Hanrahan (rhanrahan@sharontc.net) <rhanrahan@sharontc.net>; elally@spencerfane.com; 'rhanrahan@ecf.axosfs.com' <rhanrahan@ecf.axosfs.com>
Subject: Settlement Communication RE: BDC/Zayo

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Abe: Thank you for your email below.

- 1) Zayo continues to engage with the Chapter 7 Trustee and her counsel in good-faith settlement discussions. No amounts have yet been paid to the Chapter 7 Trustee.
- 2) Zayo has broached the issue of mediation with the Chapter 7 Trustee, her counsel, and counsel for GuideWell. No agreement has been reached on whether to mediate, and if so, with whom to select as mediator. There is no mediation currently scheduled.
- 3) In light of conversion of the case to Chapter 7, it is my understanding the only necessary parties for mediation would be Zayo, the Chapter 7 Trustee and GuideWell. I anticipate when our settlement discussions have moved far enough along, mediation participants will be a topic of discussion.

Jeff

Jeffrey D. Goetz
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From: Abram Carls <acarls@spmbllaw.com>
Sent: Wednesday, February 14, 2024 4:20 PM
To: Jeffrey D. Goetz <Goetz.Jeffrey@bradshawlaw.com>; Eric Lam <elam@simmonsperine.com>
Cc: Jkroop@pszjlaw.com; Jason Rosell <jrosell@pszjlaw.com>; Timothy N. Lillwitz <Lillwitz.Timothy@bradshawlaw.com>; Renee K. Hanrahan (<rhanrahan@sharontc.net> <rhanrahan@sharontc.net>; elally@spencerfane.com
Subject: RE: BDC/Zayo

Jeff, I received information indicating that Zayo has not paid. Is that correct? What did Zayo decide with respect to mediation on February 26th? I understand Eric was going to attend with the bank, but then saw email traffic indicating a different date was needed. I assume that Renee will need to attend with Elizabeth too. Please advise on where mediation scheduling stands. Thanks.

Abram Carls
Member

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Please notify me if you receive this confidential email in error.

From: Jeffrey D. Goetz <Goetz.Jeffrey@bradshawlaw.com>
Sent: Friday, February 2, 2024 1:01 PM
To: Abram Carls <acarls@spmbllaw.com>; Eric Lam <elam@simmonsperine.com>
Cc: jkroop@pszilaw.com; Jason Rosell <jrosell@pszilaw.com>; Timothy N. Lillwitz
<Lillwitz.Timothy@bradshawlaw.com>; Renee K. Hanrahan (rhanrahan@sharontc.net) <rhanrahan@sharontc.net>
Subject: RE: BDC/Zayo

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With all due respect, I am no longer going to deal with you and your client on this specific matter. I and my client are currently, and will continue to, only deal directly with the Chapter 7 Trustee. I have already received payment instructions directly from the Trustee to send payment by paper check through the mail. If you desire to continue to discuss this matter further, I will only do so by phone. Feel free to give me a call. Jeff

From: Abram Carls <acarls@spmbllaw.com>
Sent: Friday, February 2, 2024 12:51 PM
To: Eric Lam <elam@simmonsperine.com>; Jeffrey D. Goetz <Goetz.Jeffrey@bradshawlaw.com>
Cc: jkroop@pszilaw.com; Jason Rosell <jrosell@pszilaw.com>; Timothy N. Lillwitz
<Lillwitz.Timothy@bradshawlaw.com>; Renee K. Hanrahan (rhanrahan@sharontc.net) <rhanrahan@sharontc.net>
Subject: RE: BDC/Zayo

Jeff,

Please share the wire transfer information that Zayo would use to pay so that Renee can validate her control over the account. I am unaware of any bank account closure, so Renee shouldn't need to open new accounts for Zayo to accomplish the Court ordered payments. But I understand your reluctance to initiate wires of this amount without account validation first.

If Zayo is serious about complying with the ordered payments, I assume validating account information and initiating the payment won't take long.

Abram Carls
Member

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Please notify me if you receive this confidential email in error.

From: Eric Lam <elam@simmonsperrine.com>

Sent: Friday, February 2, 2024 12:03 PM

To: Jeffrey D. Goetz <Goetz.Jeffrey@bradshawlaw.com>

Cc: Abram Carls <acarls@spmbllaw.com>; Jkroop@pszilaw.com; Jason Rosell <jrosell@pszilaw.com>; Timothy N. Lillwitz <Lillwitz.Timothy@bradshawlaw.com>; Eric Lam <elam@simmonsperrine.com>; Renee K. Hanrahan <rhanrahan@sharontc.net> <rhanrahan@sharontc.net>

Subject: Re: BDC/Zayo

Jeff, I disagree with your posture. Indeed, I was under the impression we had a deal and I had expected your client to abide by our agreement and the consent order. Perhaps I was wrong in placing trust in a negotiated agreement

Let me know plz when the \$480000 is en route. Just so we are on the same page, do recall the negotiated consent order and agreement specifically said the money will sit subject to further order or further agreement among the parties (and so the Ch 7 Te is protected). I don't see how your client can justify not abiding by the agreement and order

Tks

From: Jeffrey D. Goetz <Goetz.Jeffrey@bradshawlaw.com>

Sent: Friday, February 2, 2024 11:34:09 AM

To: Eric Lam <elam@simmonsperrine.com>

Cc: Abram Carls <acarls@spmbllaw.com>; Jkroop@pszilaw.com <Jkroop@pszilaw.com>; Jason Rosell <jrosell@pszilaw.com>; Timothy N. Lillwitz <Lillwitz.Timothy@bradshawlaw.com>

Subject: RE: BDC/Zayo

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Eric/Abe: Apologies if my earlier email was not sufficiently clear. I have initiated discussions with the Chapter 7 Trustee regarding what Zayo owes the estate, and the timing, logistics and payment of same. Zayo will not be making any payment to Keystone Bank or the previously established DIP account, as there is no longer any Debtor in Possession, and the Chapter 7 Trustee is solely responsible for administration of the Bankruptcy Estate and its assets. I note with specificity the Ch 7 Trustee's objection to Keystone Bank's motion for relief from stay filed this morning. Feel free to telephone me directly if you have any additional questions or if you wish to discuss further. Jeff

Jeffrey D. Goetz

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From: Eric Lam <elam@simmonsperrine.com>
Sent: Thursday, February 1, 2024 7:21 PM
To: Jeffrey D. Goetz <Goetz.Jeffrey@bradshawlaw.com>
Cc: Abram Carls <acarls@spmbllaw.com>; Eric Lam <elam@simmonsperrine.com>
Subject: BDC/Zayo

Jeff, has \$480000 been wired to Linn County, as you had promised, and as required by the order to which you had consented?

Eric Lam
Member

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